

AHLA CASE NO. 4440

JOEL RALEY UNDERWOOD MD	§
	§
Claimant,	§
	§
v.	§ JAMS ARBITRATION NO. 1310023761
	§
CHRISTUS TRINITY CLINIC	§
	§
Respondent.	§

FINAL AWARD

Parties and Counsel: The parties are identified in the caption and are represented as follows:

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On February 14, 2018, Claimant initiated this arbitration, and originally asserted multiple claims of breach of contract, fraudulent inducement, fraud, “unjust enrichment,” “conversion,” “money had and received,” breach of fiduciary duty, breach of the duty of good faith and fair dealing, and breach of “duties of care, trust, full disclosure and loyalty.”

By his November 16, 2018, *First Amended Statement of Claims*, Claimant added claims of race, sex, and national origin discrimination and unlawful retaliation under Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. § 2000-e, *et seq.*; but dropped his claims for breach of the duty of good faith and fair dealing, and breach of “duties of care, trust, full disclosure and loyalty.”

Subsequently (1) Claimant’s breach of contract claim was amicably resolved between the parties before hearing; and (2) Claimant voluntarily abandoned all claims other than his TITLE VII claims.

By Respondent’s *Motion to Strike and, Alternatively, Answer and Affirmative Defenses*, filed November 26, 2018, Respondent denied all Claimant’s allegations and asserted affirmative defenses of failure to mitigate, statutory damage caps and other statutory limitations on damages, applicable statutes of limitations, good faith, and failure to exhaust administrative remedies.

From September 24-26, 2019, this matter came on for live hearing on the sole remaining TITLE VII claims.

Upon conclusion of the live hearing, the parties were afforded until noon, Tuesday, October 1, 2019, to file (1) amended proposed findings of fact and conclusions of law; (2) any additional depositions or deposition excerpts; and (3) any substituted exhibits discussed at the hearing.

This matter involves health care matters subject to HIPPA and the parties entered into a Protective Order because of the nature of these proceedings. To the extent possible, these matters are confidential.

Thereupon, pursuant to AHLA Rule 6.8, the arbitrator declared the hearing closed.

Pursuant to AHLA Rule 7.7, 7.8 and 7.10, and having considered the submissions of the parties, the evidence presented at the arbitration, the arguments of the parties, and the other documents and exhibits on file in this case, by separate document, the arbitrator issued detailed findings of fact and conclusions of law to the parties.

For the reasons set forth in those findings of fact and conclusions of law:

IT IS ORDERED that the Protective Order is incorporated herein.

IT IS ORDERED that each party bear its own attorney's fees and costs.

IT IS ORDERED that Joel Raley Underwood MD take nothing by this arbitration and that Claimant's claims be, in all things, **DISMISSED WITH PREJUDICE**.

IT IS, THEREFORE, ORDERED that Christus Trinity Clinic is responsible for all arbitration fees and expenses.

All other relief not expressly granted herein is **DENIED**.

This is a final *Award*.

Signed October 30, 2019.


CECILIA H. MORGAN
ARBITRATOR

PROOF OF SERVICE BY EMAIL & U.S. MAIL

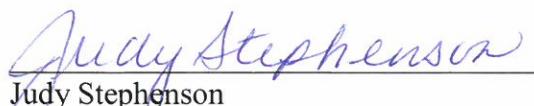
Re: Underwood MD, Joel Raley vs. Christus Trinity Clinic
Reference No. 1310023761

I, Judy Stephenson, not a party to the within action, hereby declare that on October 30, 2019, I served the attached Cover Letter, Findings of Fact and Conclusions of Law and Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at Dallas, TEXAS, addressed as follows:

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Parties Represented:
Christus Trinity Clinic
Joel Raley Underwood, MD.

I declare under penalty of perjury the foregoing to be true and correct. Executed at Dallas, TEXAS
on October 30, 2019.


Judy Stephenson
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